EMPIRE HOLDING LTD v. TETUAN TOMMY THOMAS

HIGH COURT MALAYA, KUALA LUMPUR
AMARJEET SINGH SERJIT SINGH J
[ORIGINATING SUMMONS NO: WA-17D-5-02-2022]
14 SEPTEMBER 2023

Abstract – *In determining the amount of fee for litigious or contentious matters involving the representation in court, it is proper to take into consideration, inter alia, (i) the time, labour and skills required; (ii) the novelty and difficulty of the question(s) involved; (iii) the amount in controversy; (iv) the benefit resulting to the client for the services; and (v) the special position or seniority of the particular advocate and solicitor.*

LEGAL PROFESSION: *Bill of costs – Legal fees – Taxation – Application for – Client issued with invoices by legal firm – Application by clients for taxation of invoices by Registrar of the High Court and for furnishment of documents referred to in invoices – Whether fees sought premised on fees agreement – Whether invoices time-barred – Whether invoices reasonable and were detailed bill of costs – Legal Profession Act 1976, ss. 116, 117(3) & 126 – Legal Profession (Practice and Etiquette) Rules 1978, r. 11*

The plaintiff had engaged the services of the defendant, Messrs Tommy Thomas ('firm'), to act on its behalf, in a dispute concerning the sale of its shares in Turiya Bhd by Ithmaar Development Company Ltd and Ithmaar Bank BSC ('Ithmaar') to MAA Group Bhd ('MAA'). Three lawyers of the firm acted as counsel with agreed hourly rates. After a deposit of RM300,000 was paid by the plaintiff, the firm commenced work on an urgent basis filing and was successful in obtaining an *ad interim* injunction against MAA and Ithmaar. This prompted Ithmaar to file for security of costs, fortification of damages and to set aside the injunction application. The firm offered certain amounts to Ithmaar and MAA and its director to satisfy the security for costs and fortification of damages until the disposal of the trial of the action at the High Court. The High Court dismissed the injunction application. The firm appealed against the said dismissal and applied for an *Erinford* injunction. At the hearing of the *Erinford* injunction, an undertaking given by MAA rendered the *Erinford* injunction otiose and, in the circumstances, the Court of Appeal dismissed the *Erinford* injunction. The firm believed that, while in its capable hands, the plaintiff's interests were protected by the *ad interim* injunction. However, on a later date, the firm was informed that a new firm had been appointed by the plaintiff as its new solicitors. The firm had no objection, subject to the payment of the legal fees, namely the second and third invoices. Furthermore, according to the firm, the pleadings at the High Court were yet to be closed and the index for the record of appeal was yet to be settled and the parties had been directed by the Court of Appeal to file

their respective submissions. Eventually, the firm raised the final invoice where there was a set-off from the amount of RM750,000 remitted by the plaintiff to the firm's 'client account' against the remaining part of the second, third and final invoices. Upon being advised that there was a balance deposit of RM189,409.34, the plaintiff requested the amount to be transferred to the new firm. This transfer took place after the firm received the notice of change of solicitors filed by the new firm. In the present application, the plaintiff sought, pursuant to s. 126 of the Legal Profession Act 1976 ('Act'), the following reliefs: (i) the first, second, third and final invoices be taxed by the Registrar of the High Court; and (ii) for the purpose of the taxation, the plaintiff be furnished with all documents referred to in the said invoices save for the cause papers that had been filed. Objecting to the plaintiff's application, the defendant argued that: (i) the invoices were issued pursuant to agreed facts under s. 116 of the ('Act') and were, accordingly, not subject to taxation pursuant to s. 117(3) of the Act; (ii) the first and second invoices were issued and delivered to the plaintiff more than six months before the application to tax was made and, therefore, was time-barred under s. 126 of the Act; and (iii) the fees charged, as reflected in the invoices, were adequately itemised, not unreasonable or disproportionate to the legal work expended by the defendant and the plaintiff did not, at any time, protest against the legal fees stated in the invoices.

Held (dismissing application):

(1) The terms of engagement showed that only three lawyers of the firm were identified and the hourly fees charged for their work. This merely formed part of and not whole of the legal fees, as itemised in the invoices. It was clear that the firm had included other lawyers whose hourly rates were not agreed by the plaintiff. This was a clear breach of the terms of engagement. Section 116, read with s. 117(3) of the Act, did not apply. The invoices were certainly not based on any clear agreed agreement between the parties. (paras 21 & 22)

(2) There were exceptional circumstances, in that, there was an extraordinarily good reason furnished for the plaintiff to extend time. The invoices were interconnected for continuous work done arising from the same dispute and the work done for the second invoice onwards was in relation to the interim injunction that was dismissed by the High Court and the appeal and the connecting applications arising from the same. Therefore, the six months ought to run from the date the final invoice was delivered to the plaintiff. The third and fourth invoices were not time-barred. At the material time, the Court of Appeal had already set the date for written submissions to be filed. The plaintiff's focus was to settle all payments quickly without delay for new counsel to prepare for the appeal. The payment was already made by way of set-off without objection then so as to avoid the firm to exercise lien over the case files and all cause papers and documents so that the plaintiff's new solicitors

could get down to work, settle the record of appeal and the matters connected including preparing for the appeal. This amounted to an extraordinarily good reason to extend time. The objection by the firm on this point was rejected. (paras 26 & 27)

(3) The invoices were itemised and very detailed where every item of work was listed and the time each lawyer spent on each item of work as well as the specific sums incurred in disbursements and taxed. The invoices were also in accordance with r. 11 of the Legal Profession (Practice and Etiquette) Rules 1978. Having considered the special position and seniority of counsel from the firm who appeared for the plaintiff, the novel points of law said to have been raised, the tremendous amount of work in an extremely short period of time done, it could not be said that the fees charged was exorbitant or unreasonable. (paras 28 & 29)

Case(s) referred to:
Lua & Mansor v. Tan Ah Kim [2017] 2 CLJ 175 CA ***(refd)***
Perusahaan Petanda Bintang Sdn Bhd v. Asbir, Hira Singh & Co [1995] 3 CLJ 234 HC ***(refd)***
SP Veloo & Co v. Affin Bank Bhd [2017] 1 LNS 1041 CA ***(refd)***
Tan Tek Sin & Anor v. Tetuan Nora Hayati & Associates [2015] 1 CLJ 89 CA ***(refd)***
Tetuan Azim, Tunku Farik & Wong v. Tetuan Ong Partnership [2021] 10 CLJ 258 CA ***(refd)***

Legislation referred to:
Capital Markets and Services Act 2007, s. 360
Courts of Judicature Act 1964, s. 44
Legal Profession (Practice and Etiquette) Rules 1978, r. 11
Legal Profession Act 1976, ss. 116, 117(3), 126(1), 128(1)

For the plaintiff - So Chien Hao & Fatin Izyan Muhamad Fadzil; M/s Zailan & Co
For the defendant - Alan Adrian Gomez & Khoo Sher Rynn; M/s Tommy Thomas

Reported by Najib Tamby

JUDGMENT

Amarjeet Singh Serjit Singh J:

Introduction

[1] On 6 April 2023, I dismissed the instant originating summons brought by Empire Holding Ltd, the plaintiff, against its former legal firm, Messrs Tommy Thomas (hereinafter referred to either as "Messrs Tommy Thomas" or "the firm"). The plaintiff had sought the following orders against the firm:

(i) that invoices No. B202100746 dated 9 July 2021 ("first invoice"); No. B202100760 dated 13 August 2021 ("second invoice"); No. B202100774 dated 30 September 2021 ("third invoice"); and No. B202100779 dated 21 October 2021 ("the final invoice") delivered to the plaintiff by Messrs Tommy Thomas for legal services rendered, be taxed by the Registrar of this court under s. 126 of the Legal Profession Act 1976 ("LPA"); and

(ii) for the purpose of taxation, the plaintiff be furnished with all documents referred to in the said invoices save for the cause papers that have been filed in this court *vide* Civil Action No. WA-22NCC-295-07-2021.

[2] The invoices will be collectively referred to as the "impugned invoices" unless otherwise stated.

[3] The reasons for my decision are as follows.

The Salient Facts

[4] On 29 June 2021, the plaintiff engaged the services of Messrs Tommy Thomas. The dispute concerned the purported sale of the plaintiff's shares in Turiya Berhad by Ithmaar Development Company Ltd and Ithmaar Bank BSC (collectively, "Ithmaar") to MAA Group Berhad ("MAA"). The defendant says, that in recognition of the importance, complexity and urgency of the suit the plaintiff agreed to have Tommy Thomas and Sitpah Selvaratnam, advocates and solicitors of the firm, to act as counsel with agreed hourly rates of both counsel and hourly rate of a junior associate to assist them. A deposit of RM300,000 was paid as an initial deposit for the firm to begin acting for the plaintiff.

[5] Upon receipt of the deposit, Messrs Tommy Thomas commenced work on an urgent basis filing and filed a writ and statement of claim in this court *vide* Civil Action No. WA-22NCC-295-07-2021 and moved this court for an urgent interim injunction against Ithmaar and MAA. The writ and statement of claim running into 57 pages was filed within four days on 3 July 2021 against Ithmaar, MAA, Turiya Berhad and Tunku Yaacob. At the same time, the application for interim injunction supported by an affidavit predicated on a certificate of urgency was filed. The writ action, according to Messrs Tommy Thomas involved a novel issue, namely, s. 360 of the Capital Markets and Services Act 2007 ("CMSA") to restrain and potentially unwind Ithmaar, MAA and Tunku Yaacob's contraventions of the CMSA and the take-over code in the course of the sale of shares in Turiya Berhad. As the injunction application was sought, after the purported sale and transfer of the shares were completed, there were also the additional issues on commercial and banking law involving the doctrine of equity redemption.

[6] On 7 July 2021, Messrs Tommy Thomas were successful in obtaining an *ad interim* injunction which restrained:

(i) the MMA from selling or transferring or pledging or exercising any rights or howsoever dealing with the Turiya shares ("the said shares");

(ii) MAA from taking any steps whatsoever under the notice of unconditional mandatory take-over offer; and

(iii) Ithmaar from exercising any right of sale, disposal, assignment and/or enforcement over all other shares and/or assets taken as security for the facility granted to the plaintiff.

In this way, Messrs Tommy Thomas had used its expertise which successfully resulted in the protection of the plaintiff's interest pending the *inter partes* hearing of the injunction application.

[7] The defendant said, that from 7 July 2021 until the hearing of the *inter partes* injunction, 17 affidavits were filed and exchanged, with MAA and Tunku Yaacob filing additional applications for security for costs. So, in a span of less than one month, Messrs Tommy Thomas had filed six affidavits for the injunction application and resisted two applications for security for costs and had canvassed 33 authorities for the interim injunction application – case laws and authorities from Malaysia, England and Australia.

[8] The hearing of the injunction application and security for costs applications that were fixed for hearing on 5 August 2021 was adjourned to 21 September 2021 at the request of Ithmaar. During the adjournment to the new hearing date for the stated applications, a further 12 affidavits were exchanged on the injunction application and two new applications were filed by Ithmaar for security for costs, fortification of damages and to set aside the injunction application. Messrs Tommy Thomas also filed a 28-page supplementary written submission with 27 additional case laws and authorities bound in a bundle of authorities.

[9] Thereafter, Messrs Tommy Thomas offered, on behalf of the plaintiff, certain amounts to Ithmaar, MAA and Tunku Yaacob to satisfy the security for costs and fortification of damages until the disposal of the trial of the action at the High Court. For this purpose, the plaintiff had, on advice, remitted RM1.5 million to Messrs Tommy Thomas to fulfil the offer that was made.

[10] On 21 September 2021, the High Court made an order granting security for costs in the sum of RM350,000 for each Ithmaar, MAA and Tunku Yaacob. This came up to RM1,050,000 while according to Messrs Tommy Thomas, the remaining RM450,000 was held towards the legal fees of Messrs Tommy Thomas. This RM450,000 was set off by Messrs Tommy Thomas against the sums due under the second invoice and the third invoice and "the invoices to be issued" to the plaintiff.

[11] On 27 September 2021, the High Court on hearing the parties *inter partes* dismissed the injunction application. Following the dismissal, the plaintiff instructed Messrs Tommy Thomas to file an appeal against the decision to dismiss the interim injunction to the Court of Appeal. The notices of appeal were filed in the High Court and served on the relevant parties as required by the Rules of Court. This was immediately followed up with an application for interim preservation under s. 44 of the Courts of Judicature Act 1964 also predicated on a certificate of urgency. The purpose, according to the affidavit in support, was to maintain the *status quo* pending the disposal of the appeal in the Court of Appeal otherwise known as an *Erinford*

injunction. The application for an *Erinford* injunction led to the filing of seven affidavits, totalling 18 volumes, and four sets of written submissions together with 13 volumes of bundle of authorities by the parties in the appeal.

[12] Meanwhile, prior to the *Erinford* injunction application hearing on 30 September 2021, Messrs Tommy Thomas managed to secure undertakings from counsel for MAA and Ithmaar to preserve the *status quo* pending hearing of the said application. Then, at the hearing of the *Erinford* injunction application, an undertaking was given by MAA that it would not sell, pledge or encumber the said shares, not to change Turiya Berhad's Board of Directors and not to proceed with the notice of unconditional mandatory take-over offer. Due to the above undertakings and Ithmaar's undertaking not to dispose of the shares charged and/or pledged by the plaintiff to Ithmaar pending the disposal of the appeal, the *Erinford* injunction was effectively rendered otiose. In the circumstances, the Court of Appeal dismissed the *Erinford* injunction. On achieving this result, it was said that from 3 July 2021 to 21 October 2021, while in the firm's capable hands, the plaintiff's interests were protected by the *ad interim* injunction, and the successful succouring of the undertakings and orders recorded thereat.

[13] On 20 October 2021, Messrs Tommy Thomas received a letter informing that Messrs Zailan & Co had been appointed by the plaintiff as its new solicitors. The firm informed the new solicitors that they had no objection subject to the payment of the legal fees. At that point in time, Messrs Tommy Thomas alleged that part of the second invoice and the entire third invoice remained unpaid. Also, at that point in time, the pleadings at the High Court were yet to be closed and the index for the record of appeal was yet to be settled between the respondents for the appeal against the dismissal of the interim injunction by the High Court. Further, parties were directed by the Court of Appeal to file their respective submissions by 1 November 2021.

[14] The plaintiff said that in the letter dated 9 July 2021, acknowledging receipt of the deposit, the firm had thanked the plaintiff for the deposit of RM300,000 and said, "as informed previously, the deposit will be set off against our final invoice in due course". The plaintiff said that, this statement gave the plaintiff the impression that the balance sum will be sufficient to set off the other interim invoices till the issuance of the final invoice.

[15] Eventually, Messrs Tommy Thomas raised the final invoice. In it, there was set off an amount from the amount of RM750,000 remitted by the plaintiff to the former's 'client account' against the remaining part of the second invoice, third invoice and final invoice. Upon being advised that there was a balance deposit of RM189,409.34, the plaintiff requested the amount to be transferred to Messrs Zailan & Co. This transfer took place after Messrs Tommy Thomas received the notice of change of solicitors filed by Messrs Zailan & Co.

[16] On 17 February 2022, the plaintiff filed the instant originating under s. 126 of the LPA seeking the abovementioned reliefs.

The Grounds Advanced For The Reliefs Sought

[17] The grounds advanced for the reliefs sought by the plaintiff in the originating summons are as follows:

(i) the amount of RM1,111,641.44 charged in the impugned invoices were unreasonable and exorbitant for only four months of legal services rendered.

(ii) the information contained in the impugned invoices does not contain adequate information for the plaintiff to understand the services rendered.

(iii) the terms of engagement mentioned the hourly rates for three lawyers from the firm namely:

(a) Tommy Thomas at the rate of RM5,500 an hour

(b) Sitpah Selvaratnam at the rate of RM3,000 an hour

(c) Sieh Ching Joe at the rate of RM300 an hour

but the defendant's impugned invoices included another two individuals with the initials "GN" and "ML" at the rate of RM1,500 and RM800 an hour respectively. Further, for the second invoice had included the following other individuals with the initials "MY", "KSR", "TW" and "GN" with an hourly rate of RM1,000, RM200, RM300 and RM1,500 respectively. The complaint was that the defendant had unilaterally changed the manpower and rate as agreed in the terms of engagement.

(iv) the defendant introduced the term "unit" in the invoices as the basis of calculating the hourly rate which term was not explained or made known and a term that was not mentioned in the terms of engagement to the plaintiff. The complaint was that the firm cannot put the plaintiff, its client, in the dark and to guess what the term "unit" meant.

(v) the defendant further introduced the term "time summary for tax invoice". It was contended that the word "summary" itself indicates that the details of the sum charged are not stated for the plaintiff to know how the defendant charged the sum stated in the impugned invoices.

Grounds For Dismissing The Application

[18] Messrs Tommy Thomas opposed the application for the reliefs sought by the plaintiff on the following grounds:

(i) the impugned invoices were issued pursuant to agreed fees under s. 116 of the LPA and are accordingly not subject to taxation pursuant to s. 117(3) of the LPA.

(ii) the first invoice and the second invoice were issued and delivered to the plaintiff more than six months before the application to tax was made and therefore was time barred under s. 126 of the LPA.

(iii) the fees charged as reflected in the impugned invoices were adequately itemised, not unreasonable or disproportionate to the legal work expended by the defendant.

(iv) the plaintiff did not at any time protest against the legal fees stated in the impugned invoices.

Decision Of The Court

Whether The Fees Sought Were Premised On A Fees Agreement

[19] Counsel on behalf of Messrs Tommy Thomas contended that the impugned invoices were issued based on a fee agreement. The terms of the fee agreement are stated in the terms of engagement dated 29 June 2021 and therefore constituted an agreement under s. 116 of the LPA which read:

(i) subject to the provisions of any written law, an advocate and solicitor may make an agreement in writing with his client respecting the amount and manner of payment for the whole or any part of his costs in respect of contentious business done or to be done by such advocate and solicitor, either by a gross sum, or otherwise, and either at the same rate or at a greater or lesser rate than the rate at which he would otherwise be entitled to be remunerated.

(ii) every such agreement shall be signed by the client and shall be subject to this part.

[20] Being an agreement under s. 116 of the LPA, counsel for Messrs Tommy Thomas submitted that sub-s. 117(3) of the LPA applies and as such the agreed legal fees is not subject to taxation. Subsection 117(3) of the LPA bars the legal fees from taxation in the following words:

> Subject to this Part, the costs of an advocate and solicitor in any case where there is any agreement as is referred to in Section 116, shall not be subject to taxation, nor to Section 124.

Counsel goes on to submit that based on this ground alone, the plaintiff's entire application ought to be dismissed.

[21] I am unable to agree with counsel. It is there for everyone who sees that, that part of the terms of engagement relied by counsel and reproduced for this court's benefit shows that only three lawyers of the firm were identified and the hourly fees charged for their work. Further, this merely forms part of and not the whole of the legal fees as itemised in the impugned invoices. It is clear that Messrs Tommy Thomas had included other lawyers whose hourly rate was not agreed upon by the plaintiff. This, in my mind, is a clear breach of the terms of engagement.

[22] Further, it cannot by any stretch of imagination be said the terms of engagement form the entire legal fees agreement for which sub-s. 117(3) of the LPA would apply. The terms of engagement reproduced merely speak of the hourly rate charged for the identified lawyers of the firm. The case of *Lua & Mansor v. Tan Ah Kim* [2017] 2 CLJ 175 relied by the firm is of no assistance. The principle in that case is that there must be a clear agreement made between the parties on fees whether by letter of appointment or otherwise. Further in that case, the plaintiff did not dispute the agreement on the fees that were clearly agreed between the parties. In the instant case, as shown above, Messrs Tommy Thomas had breached the agreement on the identified lawyers and the hourly rate for their services with additional lawyers with hourly rates not agreed to at all. Further, and most crucially, the agreement is not the entire agreement on the legal fees. In the circumstances, I hold that s. 116 read with sub-s. 117(3) of the LPA does not apply based on the circumstances of the instant case. The impugned invoices were certainly not based on any clear agreed agreement between the parties. The submission of counsel is therefore devoid of merit.

Whether The First Invoice And Second Invoices Were Time-Barred

[23] Counsel next submitted that the plaintiff's application is time-barred in respect of the first invoice and second invoice. The plaintiff relies on sub-s. 126(1) of the LPA which read:

> An order for the taxation of a bill of costs delivered by any advocate and solicitor may be obtained by a petition as a matter of course by the party chargeable therewith, or by any person liable to pay the cost either to the party chargeable or to the advocate and solicitor, at any time within six months from the delivery of the bill, or, by the advocate and solicitor after the expiration of one calendar month, and within a year from, the delivery.

and sub-s. 128(1) of the LPA which provide as follows:

> After the expiration of six months from the delivery of a bill of costs, or after payment of the bill of costs, no order shall be made for taxation of a solicitor's bill of costs, except upon notice to the advocates and solicitors and under special circumstances to be proved to the satisfaction of the Court.

[24] Counsel submitted that the first invoice and the second invoice were delivered on 9 July 2021 and 13 August 2021 respectively and that the six-month period from the date of such delivery was exceeded when the instant originating summons was filed on 17 February 2022. As such, the time period in sub-s. 126(1) of the LPA had been exceeded and further there were no special circumstances shown warranting taxation of the bills of costs beyond the six-month period as provided under sub-s. 128(1) of the LPA. The case of *Tetuan Azim, Tunku Farik & Wong v. Tetuan Ong Partnership* [2021] 10 CLJ 258 was cited for the meaning of 'special circumstances' which appear in the following paragraph of the judgment:

A [27] We shall consider now whether the two reasons given by the learned High Court Judge constitute special circumstances under s. 128(1) to extend time. We are mindful that "special circumstances" is not defined in s. 128. **But, we should think that an extraordinarily good reason must be furnished to the court to extend time.** The learned High Court Judge said that the professional charges of RM12,720 (inclusive of GST) was not
B itemised with details. In our view, this is not a case where a large lump fee was issued without any details or explanation. An explanation and details were given in the bill of costs that were not considered by the learned High Court Judge. At the bottom of the bill there is a "Schedule of Workdone". It reads as follows: ... (emphasis added)

C **[25]** Counsel submitted that no exceptional circumstances, in that, there was no extraordinarily good reason furnished for this court to extend time. Counsel for the plaintiff submitted that firstly, only two of the four invoices were dealt with. In other words, the third invoice and the final invoice were not time-barred. Secondly, it was submitted that there were special
D circumstances under sub-s. 128(1) of the LPA for time to be extended by this court. The cases of *Perusahaan Petanda Bintang Sdn Bhd v. Asbir, Hira Singh & Co* [1995] 3 CLJ 234; *SP Veloo & Co v. Affin Bank Bhd* [2017] 1 LNS 1041; *Tan Tek Sin & Anor v. Tetuan Nora Hayati & Associates* [2015] 1 CLJ 89 were cited.

E **[26]** I am satisfied that there are exceptional circumstances, in that there is an extraordinarily good reason furnished by the plaintiff to extend time. I find that the invoices are interconnected for continuous work done arising from the same dispute and the work done for the second invoice onwards was really in relation to the interim injunction that was dismissed by the High
F Court and the appeal and the connecting applications arising therefrom. Thus, the six months ought to run from the date the final invoice was delivered to the plaintiff. The third and fourth invoices are not time-barred.

[27] At the material time, Court of Appeal had already set the date for written submissions to be filed. The plaintiff's focus was to settle all
G payments quickly without delay for new counsel to prepare for the appeal. The payment was already made by way of set off without objection then so as to avoid Messrs Tommy Thomas to exercise lien over the case file and all cause papers and documents so that the plaintiff's new solicitors could get down to work, settle the record of appeal and the matters connected
H therewith including preparing for the appeal. This in my mind, amounted to an extraordinarily good reason to extend time. For the reasons aforesaid, I rejected the objection by Messrs Tommy Thomas on this point.

Whether The Invoice Was Reasonable And A Detailed Bill Of Costs

I **[28]** The plaintiff asserted that the application ought to be allowed on the basis that the impugned invoices were exorbitant, unreasonable and lacking in particulars. Messrs Tommy Thomas denied the allegation and referred this court to the impugned invoices. I found that the impugned invoices were

itemised and very detailed where every item of work was listed and the time each lawyer spent on each item of work as well as the specific sums incurred in disbursements and taxes. I also found that the impugned invoices were in accordance with r. 11 of the Legal Profession (Practice and Etiquette) Rules which provide as follows:

> In determining the amount of fee for litigious or contentious matters involving representation of a client in Court, it is proper to take into consideration:
>
> (a) the the time, labour and skill required;
>
> (b) the novelty and difficulty of the question involved;
>
> (c) whether acceptance of the particular employment will preclude his appearance for others of which he has a reasonable expectation;
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> (d) the customary charges of the profession for similar services,
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> (e) the amount in controversy,
>
> (f) the benefit resulting to the client for the services;
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> (g) the character of the employment-whether casual or for an established client, and
>
> (h) the special position or seniority of the particularly advocate and solicitor.

[29] Having considered the special position and seniority of counsel from the firm who appeared for the plaintiff, the novel points of law said to have been raised, the tremendous amount of work in an extremely short period of time work done I am unable to say that the legal fees charged is exorbitant or unreasonable in the circumstances. For this reason alone, the application was dismissed.